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NO. _____

IN THE
SUPREME COURT OF THE UNITED STATES

PETER HOFFMAN, CINEVISIONS, SEVEN ARTS PICTURES, INC., SEVEN ARTS FILMED ENTERTAINMENT LIMITED AND SEVEN ARTS PICTURES,

Petitioners/Cross-Respondents

v.

JONESFILM,

Respondent/Cross-Petitioner

ON CROSS-PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

CROSS-PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED FOR REVIEW

The following questions are presented for review:

1. Where part of a bifurcated arbitration decision was procured through threats and intimidation of witnesses and arbitrator which were found to have "permeated the arbitration", did the federal courts err in confirming that tainted part of the arbitration decision on the grounds that the threats and intimidation had been disclosed during and "permeated" that arbitration?

2. Where an arbitrant's threats against and intimidation of witnesses and arbitrator were found to have "permeated" the arbitration, did the federal courts err by confirming the tainted portion of the arbitration decision and so rewarding the threats and intimidation, rather than deeming those threats and intimidation to be binding admissions against interest as to matters contested by that arbitrant?

PARTIES INVOLVED

Respondent/Cross-Petitioner Jonesfilm is a Pennsylvania joint venture of Sidney Kimmel Presentations, Inc. and SKPI Corp., which in turn are affiliates of Sidney Kimmel.

Petitioners/Cross-Respondents are Peter Hoffman, Cinevisions, Seven Arts Pictures, Inc., Seven Arts Filmed Entertainment Limited, and Seven Arts Pictures PLC.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Rule 29.6 of the Supreme Court Rules, Cross-Petitioner Jonesfilm discloses that it is a joint venture organized under the laws of the State of Pennsylvania. The two joint venturers of Jonesfilm are Sidney Kimmel Presentations, Inc., and SKPI Corp., both of which are Delaware corporations, and all of the shares of which are owned by Sidney Kimmel. There is no parent or publicly held company owning 10% of more of either corporation's stock.

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CROSS-PETITION FOR WRIT OF CERTIORARI

Respondent/Cross-Petitioner Jonesfilm respectfully prays that a writ of certiorari issue to review that portion of the February 12, 2009 decision of the United States Court of Appeals for the Ninth Circuit which found that "deplorable" threats against and intimidation of witnesses "permeated" the bifurcated arbitration, but nonetheless affirmed denial of Jonesfilm's motion to vacate the tainted portion of the arbitration award.

That February 12, 2009 Ninth Circuit decision is the subject of a pending Petition for Writ of Certiorari filed by petitioners/cross-respondents Peter Hoffman, Cinevisions, Seven Arts Pictures, Inc., Seven Arts Filmed Entertainment Limited, and Seven Arts Pictures PLC (collectively the "Hoffman Parties"), and is attached at pages 1a-6a to their Petition's Appendix.

OPINIONS BELOW

The decision sought to be reviewed, namely the February 12, 2009 decision of the Ninth Circuit Court of Appeals, was unreported. It is attached at pages 1a-6a in the Appendix to the Petition of the "Hoffman Parties".

STATEMENT OF JURISDICTION

The District Court had subject matter jurisdiction over the matters at issue based on diversity of citizenship. 28 U.S.C. §1441(a).

Jurisdiction of this Court is invoked pursuant to 28 US.C. §1254(1) and Supreme Court (i) Rule 10(a) in that the Ninth Circuit entered a decision in conflict with prior decisions of other United States Courts of Appeals in the same important matter; (ii) Rule 10(a) in that the Ninth Circuit has so far departed from the accepted and usual course of judicial proceedings, or sanctioned such a departure by a lower court, by so rewarding "deplorable" threats and intimidation found to have "permeated the proceeding" as to call for an exercise of this Court's supervisory power; and (iii) Rule 10(b) in that the Ninth Circuit decided an important question of federal law that has not been, but should be, settled by this Court.

RELEVANT PROVISIONS INVOLVED

The relevant statute is the Federal Arbitration Act (9 U.S.C. §1 *et seq.*), and, in particular 9 U.S.C. §10(a)(1), which provides that, upon application of any party to an arbitration, an arbitration award may be vacated insofar as that award was procured by "corruption, fraud, or undue means".

SUMMARY

Nature and Overview of the Dispute.

At issue is the federal court's improper confirmation of the tainted part of a bifurcated arbitration award procured through threats and intimidation in an arbitration before IFTA (the International Film & Television Alliance, previously

known as "AFMA" or the American Film Marketing Association).

That arbitration had been brought by Jonesfilm against the Hoffman Companies of which Peter Hoffman ("Hoffman") is the chief executive officer and controlling shareholder, namely Cinevisions, Seven Arts Pictures, Inc. ("SAP"), Seven Arts Filmed Entertainment Limited ("SAFE"), and Seven Arts Pictures PLC ("PLC"). Hoffman and those Hoffman Companies are collectively referred to herein as the "Hoffman Parties".

Because the Hoffman Parties did not timely submit evidence sought by Jonesfilm and subpoenaed by the arbitrator, the arbitrator bifurcated the arbitration proceedings – the arbitrator first held hearings in March 2006 on and decided the Hoffman Companies' breach of the underlying agreement, and the arbitrator then set and held hearings in autumn 2006 to determine the amount of "Net Receipts" (as defined in that agreement) due Jonesfilm from the Hoffman Companies.

It is undisputed that during the second part of the arbitration proceedings to determine "Net Receipts" due Jonesfilm, the Hoffman Parties engaged in a series of threats and intimidation against potentially hostile witnesses to discourage them from testifying, and against the prior arbitrator to discourage the current arbitrator from deciding, against the Hoffman Parties.

Those threats and intimidation included the filing by Hoffman of a series of lawsuits against potentially hostile witnesses scheduled to testify against the Hoffman Parties at the "Net Receipts" arbitration proceedings. Those Hoffman suits were later dismissed by the courts, which found those Hoffman suits stated no cognizable claim; were frivolous; and had been brought for the improper purpose of intimidating those witnesses. But, in the meantime, the Hoffman Parties succeeded in making their point – that testimony hostile to the Hoffman Parties would result in the witness having to incur substantial costs, time, and inconvenience to defend against and obtain dismissal of the Hoffman Parties' litigation.

Likewise, the court dismissed that Hoffman suit against the arbitrator as it found Hoffman's suit stated no cognizable claim. But, again that arbitrator had been forced to incur the substantial costs, time, and inconvenience to defend against and obtain dismissal of Hoffman's suit.

Indeed, the Hoffman Parties never disputed that they engaged in those threats and intimidation against witnesses and arbitrator, and that they did so to discourage the witnesses from testifying, and the arbitrator from deciding, against them.

During the bifurcated autumn 2006 arbitration proceedings as to "Net Receipts" due Jonesfilm, several of the witnesses testified, and the evidence confirmed, that at least $825,766 of "Net Receipts" were due Jonesfilm from the Hoffman Companies. Nonetheless, in light of Hoffman's

threats and intimidation, the IFTA Arbitrator declined to find any "Net Receipts" due Jonesfilm.

The District Court's June 18, 2007 Decision observed that the Hoffman Parties had attempted to secure a favorable award by threats against the arbitrator and witnesses. However, the District Court refused to grant Jonesfilm's motion to vacate the tainted portion of the bifurcated Arbitration Award denying Jonesfilm "Net Receipts" – as the District Court found that it could not vacate only a part of an arbitration award; Jonesfilm was not seeking to vacate other parts of the Award; and thus the District Court could not grant Jonesfilm any relief as to the tainted "Net Receipts" portion of the award procured through the Hoffman Parties' undisputed threats and intimidation [40a].

On appeal, the Ninth Circuit Court of Appeals explicitly acknowledged that "Hoffman did engage in deplorable attempts to intimidate witnesses testifying in the net receipts proceeding" [5a]. The Ninth Circuit abandoned the District Court reasoning that it could not vacate part of an arbitration award, as even prior Ninth Circuit decisions permitted part of an arbitration award to be vacated.

However, despite so acknowledging and deploring Hoffman's "attempts to intimidate witnesses testifying in the net receipts proceeding", the Ninth Circuit refused to vacate the tainted denial of "Net Receipts" to Jonesfilm on the grounds that the arbitrator was "aware of those threats prior to that proceeding", and "the threats against the

[prior] arbitrator ... permeated the entire proceeding" [5a-6a].

In other words, the courts of the Ninth Circuit have clearly rewarded the Hoffman Parties for engaging in threats and intimidation so blatant that they were disclosed and known to the arbitrator and "permeated" the entire "Net Receipts" portion of the arbitration.

Those Ninth Circuit adjudications are contrary to decisions of other circuits and other applicable law under which a court is to vacate that part of an award procured through threats and intimidation, and those threats and intimidation are instead deemed binding admissions against interest of the party which has engaged in the threats and intimidation.

STATEMENT OF FACTS

1. The 2004 AFMA Arbitration.

A first AFMA arbitration was held during 2004 in which Jonesfilm successfully asserted claims against and was granted monetary and non-monetary awards against NTTS Productions, Ltd. ("NTTS") [58a-60a]. That award was confirmed in California state court; that court found NTTS and Hoffman to be "alter egos" of each other; and that court thus adjudged Hoffman jointly and severally liable to Jonesfilm for that award against NTTS [61a].

2. The 2006 IFTA Arbitration.

During August 2005, Jonesfilm brought a second arbitration before IFTA (which had changed its name from AFMA) on a series of issues against four other Hoffman Companies, namely Cinevisions, SAP, SAFE, and PLC [62a].

A. In The March 2006 Arbitration Hearings, Conducted without Threats and Intimidation, the Hoffman Companies Were Found to Have Breached the Agreement with Jonesfilm.

The IFTA arbitration proceedings were bifurcated – hearings first held in March 2006 as to breaches by the Hoffman Companies of an Agreement with Jonesfilm [33a]. There is no contention that the Hoffman Parties engaged in threats or intimidation with respect to those March 2006 arbitration hearings. After those March 2006 hearings, the arbitrator ruled that the Hoffman Companies had breached the Agreement with Jonesfilm, and granted Jonesfilm certain declaratory and injunctive relief [33a]. Then, in light of the prior failure of the Hoffman Companies to provide subpoenaed information as to "Net Receipts" due Jonesfilm, the arbitrator scheduled a set of hearings for autumn 2006 as to the "Net Receipts" due Jonesfilm.

B. The Hoffman Parties Then Engaged against Witnesses and Arbitrator in Threats and Intimidation Which the Ninth Circuit Found "Permeated" The Autumn 2006 "Net Receipts"Hearings.

Prior to those bifurcated hearings as to "Net Receipts" due Jonesfilm, a series of suits were filed and pursued by Hoffman against witnesses scheduled to testify at those "Net Receipts" hearings and the prior arbitrator. In those suits, Hoffman sought hundreds of thousands of dollars of damages from those witnesses and arbitrator.

Indeed, during the bifurcated "Net Receipts" portion of the arbitration, the Hoffman Parties even submitted to the Arbitrator a June 21, 2006 Hoffman Memorandum on Seven Arts letterhead in which the Hoffman Parties boasted they had threatened witness Steve Ransohoff into signing a production cost certificate on which they purported to rely in their denial of "Net Receipts" due. (In that Memorandum, they so admitted that "Hoffman did certainly threaten Steve Ransohoff and as a result he [Ransohoff] did in fact sign the certificate ... which confirms the costs of production").

Thus, the second part of the bifurcated arbitration proceedings was held under the Hoffman-generated cloud of suits, threats, and intimidation of witnesses and arbitrator.

Despite those threats, Mr. Ransohoff and other witnesses testified at that arbitration as to "Net Receipts" due Jonesfilm, and their testimony and the documentary evidence confirmed that the Hoffman Companies owed Jonesfilm "Net Receipts" of at least $825,766.

However, the Hoffman Parties' threats and intimidation had succeeded at least against the

arbitrator, who, despite his prior decisions (and his findings therein that the Hoffman Companies had breached the Agreement with Jonesfilm), now declined to award Jonesfilm any "Net Receipts".

After the arbitration concluded, the courts eventually dismissed all the Hoffman suits against the witnesses and arbitrator – having found those suits stated no cognizable claim; were frivolous; and had been filed for improper purposes, such as to intimidate witnesses and arbitrator. But by then, the intimidated arbitrator had rendered the tainted second part of his bifurcated arbitration award in which the arbitrator declined to award Jonesfilm any "Net Receipts".

3. The District Court Erroneously Refused to Vacate The Tainted Part of the Arbitration Award Which Declined to Award "Net Receipts" to Jonesfilm, as the District Court Mistakenly Believed It Could Not Vacate Only Part of the Award.

Jonesfilm moved to vacate that portion of the arbitration award which had declined to grant it any "Net Receipts" on the grounds that Hoffman and his companies had engaged in threats and intimidation against witnesses and arbitrator during the bifurcated "Net Receipts" portion of the arbitration; those threats and intimidation constituted "undue means" sufficient to vacate an arbitration award under the Federal Arbitration Act [9 U.S.C. §10(a)]; and Hoffman's own admissions against interest and the testimony of other key witnesses confirmed that Jonesfilm was entitled to, and should have been awarded "Net Receipts" of at least $825,766.

However, the District Court's June 2007 Decision declined to vacate that portion of the arbitration award denying Jonesfilm "Net Receipts", as the District Court concluded (albeit erroneously) that it could not vacate only a portion of an arbitration award, and thus could not vacate that part of the award related to the second half (the "Net Receipts" portion) of the bifurcated arbitration [40a].

4. The Ninth Circuit's Decision Instead Refused to Vacate the Tainted Denial of "Net Receipts" on the Grounds That the Arbitrator Was Aware of the Threats and That "Those Threats Permeated the Entire Proceeding".

The Hoffman Parties appealed to the Ninth Circuit Court of Appeals the District Court's confirmation of that part of the arbitration award which had granted relief to Jonesfilm. In turn, Jonesfilm cross-appealed that part of the District Court decision which had denied Jonesfilm's motion to vacate the arbitrator's tainted denial of "Net Receipts" due Jonesfilm.

The Ninth Circuit abandoned the District Court's reasoning that the District Court lacked power to vacate part of the award. Indeed, it is settled Ninth Circuit law that where part of an arbitration award is improper, and that improper part is divisible from the remainder of the award, the courts may vacate the improper part and confirm the remainder. See *Comedy Club, Inc. v. Improv West Associates*, 514 F.3d 833, 845 (9th Cir. 2007) ("we may vacate part of the [arbitration] award and

leave the remainder in force"), citing *Lyle v. Rodgers*, 18 U.S. (5 Wheat) 394, 409, 5 L.Ed. 117 (1820) ("an award may be void in part, and good for the residue") and *Coutee v. Barington Capital Group, L.P.*, 336 F.3d 1128, 1134 (9th Cir. 2003) ("federal court may vacate an arbitration award, or a portion thereof").

Moreover, the Ninth Circuit found that Hoffman's attempts to intimidate witnesses and arbitrator "permeated" the proceedings and were "deplorable" [5a-6a].

But, the Ninth Circuit then denied Jonesfilm's cross-appeal on the grounds that, although Hoffman engaged in "deplorable" attempts to intimidate witnesses, the arbitrator was aware of those threats, and those threats "permeated the entire proceeding". In the words of the Ninth Circuit [5a-6a]:

> "We consider one cross-claim made by Jonesfilm, which contends that the district court erred in confirming that portion of the arbitrator's award which found no net receipts due to Jonesfilm. We disagree. While Hoffman did engage in deplorable attempts to intimidate witnesses testifying in the net receipts proceeding, all parties, including the arbitrator, were aware of those threats prior to that proceeding ... Furthermore, even if Jonesfilm could show that the arbitrator in the second arbitration was threatened by Hoffman's lawsuits against the arbitrator in the previous arbitration, those threats permeated the entire proceeding, not just the net receipts portion."

The Ninth Circuit's decision thus stands for the strange proposition that threats and intimidation of witnesses and arbitrator do not constitute "undue means" under 9 U.S.C. §10 sufficient to vacate part of the arbitration award in the intimidator's favor where those threats and intimidation are made to witnesses and arbitrator and "permeate the entire proceeding".

REASONS FOR GRANTING THE WRIT

QUESTION 1. THE NINTH CIRCUIT ERRED BY REFUSING TO VACATE AN ARBITRATION AWARD WHERE IT FOUND ARBITRANTS ENGAGED IN "DEPLORABLE ATTEMPTS TO INTIMIDATE" TESTIFYING WITNESSES AND ARBITRATOR; THE ARBITRATOR WAS AWARE OF THOSE THREATS;, AND THOSE TREATS "PERMEATED THE ENTIRE PROCEEDING".

A. The Threats and Intimidation against Arbitration Witnesses and Arbitrator Were Highly Improper.

No system of arbitration or justice can succeed if witnesses and arbitrators are so threatened or intimidated. The public policy against threats and intimidation of witnesses and so obstructing justice is evidenced by (among other things) federal and state statutes under which it is a felony to attempt to intimidate, threaten, or corruptly persuade a person to withhold or alter testimony. See, for instance, 18 U.S.C. §1512; *U.S. v. Willard*, 230 F.3d 1093 (9th Cir. 2000).

Moreover, the Hoffman Parties' threats against and intimidation of witnesses and arbitrator constitute witness and arbitrator tampering, which in turn is an inherent "fraud upon the court". As Judge Posner wrote in *Ty Inc. v. Softbelly's, Inc.*, 353 F.3d 528, 536 (7th Cir. 2003):

> 'Witness tampering is often described as a form of fraud, *King v. First American Investigations*, 287 F.3d 91, 94 (2nd Cir. 2002) (*per curiam*) ... and it is certainly very serious – indeed criminal-misconduct, 18 U.S.C. §1512(b), and for relief under Rule 60(b)(3) the victim of the fraud or other misconduct need show only that it affected his ability to present his case, not that he would have won had the fraud or misconduct not occurred [citations omitted]."

See also *Ty Inc. v. Softbelly's, Inc.*, 517 F.3d 494, 498 (7th Cir. 2008).

B. In Light of the Hoffman Parties' Threats Against and Intimidation of Witnesses and Arbitrator with Respect to the Bifurcated "Net Receipts" Portion of the Arbitration, the Courts Below Should Have Vacated the Tainted Denial of "Net Receipts" Due Jonesfilm.

Section 10(a) of the Federal Arbitration Act [9 U.S.C. §10(a)] seeks to protect the integrity of the arbitration and related judicial process, by vacating

an arbitration award "procured by corruption, fraud, or undue means".

As described above, the Ninth Circuit found that the Hoffman Parties' threats against and intimidation of witnesses and arbitrator "permeated" the "Net Receipts" portion of the IFTA Arbitration.

Case law from other circuits confirms that, in light of the Hoffman Parties' threats against and intimidation of witnesses and arbitrator, the courts had power under 9 U.S.C. § 10(a) to vacate the tainted denial of "Net Receipts" due Jonesfilm. See *Office and Professional Employees v. Washington Metro Area Transit Auth.* (DC. Cir. 1983), 724 F.2d 133, 140 ("arbitral award will not be enforced if it was procured by ... coercion"); *Geyer Roofing Inc. v. Roofers Local 30B* (D. N.J. 1990), 736 F.S. 573, 578-579 (arbitration award vacated for coercion); *Bonar v. Dean Witter Reynolds, Inc.* (11th Cir. 1988), 835 F.2d 1378, 1383, fns. 8 & 9 (perjury of arbitration witness required vacating tainted portion of arbitration award).

Likewise, the court also has the power to amend a judgment and grant appropriate relief where a party's misconduct (as the threats and intimidation here) sought to violate the integrity of and constituted a fraud on the judicial process. See *Dixon v. CIR*, 316 F.3d 1041, 1047 (9th Cir. 2003), citing *Chambers v. NASCO, Inc.*, 501 US. 32,44-45, 111 S. Ct. 2123, 115 L.Ed. 2d 27 (1991) and *Hazel-Atlas*, 322 US. At 250, 64 S. Ct. 997.

Further, it is difficult to imagine a more corrosive threat to public confidence in the integrity of the arbitral or judicial process than permitting threats and coercion of witnesses and arbitrator to "permeate the entire proceeding". Thus, it is important to vacate the part of the arbitration award tainted by the Hoffman Parties' threats and coercion, in order to send a clear message that threats and intimidation of witnesses and arbitrator will not be tolerated, and thereby discourage such threats and intimidation from being applied in the future.

QUESTION 2. THE NINTH CIRCUIT ERRED BY REFUSING TO DEEM ARBITRANTS' THREATS AND INTIMIDATION TO BE ADMISSIONS AGAINST INTEREST BINDING AGAINST THEM AS TO "NET RECEIPTS" DUE JONESFILM.

Under applicable rules of evidence and as a matter of public policy, a threat against or intimidation of a witness or arbitrator is deemed the threatening party's admission against interest as to matters at issue. For instance, *McCormick on Evidence*, 6th Ed. (2006) states:

> "§265. Admissions by Conduct: (e) Misconduct Constituting Obstruction of Justice.... wrongdoing by the party in connection with its case amounting to an obstruction of justice is also commonly regarded as an admission by conduct. By resorting to wrongful devices, the party is said to provide a basis for believing that he or she thinks the case is weak and not to be won by fair means ... Accordingly, the following are

> considered under this general category of admissions by conduct: ... subornation of perjury; fabrication of documents; undue pressure by bribery, intimidation, or other means to influence a witness to testify favorably or to avoid testifying ..."

Similarly, *Wigmore on Evidence*, Vol. 2 (1979 Ed.) states [§278(2) at p. 133]:

> "Falsehood, fraud, fabrication and suppression of evidence, bribery, spoliation, and the like. It has always been understood – the inference, indeed, is one of the simplest in human experience – that a party's falsehood or other fraud in the preparation and presentation of his cause, his fabrication or suppression of evidence by bribery or spoliation, and all similar conduct is receivable against him as an indication of his consciousness that his case is a weak or unfounded one; and from that consciousness may be inferred the fact itself of the cause's lack of truth and merit. This inference ... operates, indefinitely though strongly, against the whole mass of alleged facts constituting his cause."

Applying those rules, case law confirms that a party's attempt to suppress testimony against him by bribery, witness tampering, or other threat or intimidation is properly admissible against, and constitutes an admission against interest of, that party. *McQueeny v. Wilmington Trust Co.* (3rd Cir. 1985), 779 F.2d 916, 921-924 [party's efforts to suborn perjury properly admissible and valuable

evidence, citing *Wigmore on Evidence* §278(2)]; *Great American Ins. Co. v. Horab* (8th Cir. 1962), 309 F.2d 262, 264 ("evidence that a litigant or his agent, has attempted to influence or suppress a witness is receivable as an admission or as an indication of the litigant's consciousness that his case is weak or unfounded or that his claim is false or fraudulent" [citations omitted]); *Longuy v. La Societe Francaise de Bienfaisance Mutuelle* (1921), 52 Cal App. 370, 375-376, 198 P. 1011 (evidence of threat, bribery, or solicitation of witness properly admissible); *McCool v. Gehret* (Del. Supreme 1995), 657 A. 2d 269, 276-277 (party's efforts to intimidate adverse witness properly admissible).

Here, the Hoffman Parties' threats against and intimidation of witnesses and arbitrator with respect to the "Net Receipts" portion of the arbitration constitute admissions against interest as to the "Net Receipts" sought by Jonesfilm – particularly as Jonesfilm's computation of "Net Receipts" was corroborated by witness testimony and documentary evidence.

CONCLUSION

Respondent/Cross-Petitioner Jonesfilm submits that the Ninth Circuit erred in the following respects:

1. In light of the Ninth Circuit's findings that the Hoffman Parties engaged during the arbitration in "deplorable" threats and intimidation against witnesses and arbitrator and that those threats and intimidation "permeated" the "Net Receipts" portion

of the arbitration, the Ninth Circuit erred in refusing to vacate the tainted part of the Arbitration Awards which denied "Net Receipts" to Jonesfilm and thereby rewarded the Hoffman Parties' threats and intimidation.

2, In failing to deem the Hoffman Parties' "deplorable" and "permeating" threats against and intimidation of witnesses and arbitrator to constitute binding admissions against interest as to the "Net Receipts" due Jonesfilm from the Hoffman Parties.

Therefore, Respondent/Cross-Petitioner Jonesfilm respectfully requests that this Court grant this Cross-Petition for writ of certiorari; reverse and/or vacate that part of the decision of the Ninth Circuit Court of Appeals denying Jonesfilm's motion to vacate the arbitrator's denial of "Net Receipts" due Jonesfilm; and remand with instructions that the threats and intimidations by the Hoffman Parties are deemed to constitute binding admissions against interest as to the amount of "Net Receipts" due Jonesfilm.

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